

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

2. (X one)

N00173-98-R-RS01

a. SEALED BID

☒ b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

PROCURING CONTRACT OFFICE (CODE 3235.RDS)  
NAVAL RESEARCH LABORATORY  
DEPARTMENT OF THE NAVY  
STENNIS SPACE CENTER, MS 39529-5004

4. ITEMS TO BE PURCHASED (Brief description)

SCANNING SLOPE SENSOR AND WAVE GUAGE ARRAY BUOY SYSTEM

5. PROCUREMENT INFORMATION (X and complete as applicable)

☒ a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

THE NAVAL RESEARCH LABORATORY CONTRACTING DIVISION ISSUES SOLICITATIONS AND AMENDMENTS TO SOLICITATIONS ELECTRONICALLY VIA THE INTERNET AT THE FOLLOWING WEBSITE:  
[HTTP://HERON.NRL.NAVY.MIL/CONTRACTS/HOME.HTM](http://HERON.NRL.NAVY.MIL/CONTRACTS/HOME.HTM).

ANY AMENDMENTS TO THIS SOLICITATION WILL BE POSTED AT THAT WEBSITE. AMENDMENTS WILL NOT BE DISTRIBUTED BY ANY OTHER MEANS. IT IS THE RESPONSIBILITY OF POTENTIAL OFFERORS TO PERIODICALLY REVIEW THE WEBSITE FOR AMENDMENTS TO THIS SOLICITATION.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

Sewell, Richard D.

b. ADDRESS (Include Zip Code)

PROCURING CONTRACT OFFICE (CODE 3235)  
NAVAL RESEARCH LABORATORY  
STENNIS SPACE CENTER, MS 39529-5004

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (601) 688-5784

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	e. OTHER <i>(Specify)</i>		
9. MAILING LIST INFORMATION <i>(X one)</i>			
<input type="checkbox"/>	YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>		(2) Title	(3) Signature
			(4) Date Signed <i>(YYMMDD)</i>

DD FORM 1707 REVERSE, MAR 90

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
N00173-98-R-RS01	
DATE <i>(YYMMDD)</i>	LOCAL TIME
98 APR 13	3:30 PM

TO

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 39 PAGES	
2. CONTRACT NO.	3. SOLICITATION NO.  N00173-98-R-RS01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  10 MAR 98	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY Procuring Contracting Officer, Code 3235.RDS Naval Research Laboratory Department of the Navy Stennis Space Center, MS 39529-5004		8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 02 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 1100, SSC, MS 39529-5004 until 3:30 local time 13 APR 98  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME  Richard D. Sewell	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  (601) 688-5784
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	15
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within                      calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)			17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 SUPPLIES OR SERVICES AND PRICES/COSTS**

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM QTY	UNIT	UNIT PRICE	MAXIMUM AMOUNT
0001	The Contractor shall provide a Scanning Slope Sensor and Wave Gauge Array Buoy System in accordance with the specifications, See Section C and Exhibit A.	1	EA	\$_____	\$_____
0002	System Design Documentation, in accordance with Exhibit A, DD 1423 Contract Data Requirements List.	1	LOT	\$_____	\$_____
0003	Calibration and Testing in accordance with Exhibit A, DD 1423 Contract Data Requirements List	1	JOB	\$_____	\$_____
0004	NRL User Training, in accordance with Exhibit A, DD 1423, Contract Data Requirements List	1	JOB	\$_____	\$_____
0005	System Installation	1	JOB	\$_____	\$_____
0006	Drawings, Documentation, Software and Source Code for CLIN 0001, in accordance With Exhibit A, DD 1423, Contract Data Requirements List	1	LOT	\$_____	\$_____
TOTAL MAXIMUM DOLLAR AMOUNT FOR CLINs*:					\$_____

\*CONTRACT LINE ITEM NUMBER

**SECTION C**

## **DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1** Items to be furnished and work to be performed under this contract shall comply with (a) Attachment 1 —Specifications, (b) DD Form 1423 – Contract Data Requirements List, and all other Attachments cited in Section J of this solicitation, which are incorporated by reference into Section C.

## **SECTION D**

### **PACKAGING AND MARKING**

**D-1** Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**D-2** The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 “Standard Practice for Commercial Packaging” in effect on the date of the contract.

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

**E-1** INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
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52.246-2	- Inspection of Supplies – Fixed Price (AUG 1996)
52.246-16	- Responsibility For Supplies (APR 1984)

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
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252.246-7000	- Material Inspection And Receiving Report (DEC 1991)
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**E-2** INSPECTION AND ACCEPTANCE

Inspection and acceptance must be accomplished by the Technical Manager or COR designated in Section G of this contract within seven (7) days after delivery. Inspection and acceptance will be performed at the Naval Research Laboratory, Stennis Space Center, MS 39529-5004.

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:**

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.211-11 -	Liquidated Damages – Supplies, Services, or Research and Development (APR 1984)(fill in_____)
52.211-16 -	Variation in Quantity (APR 1984) – The permissible variation shall be limited to Percent increase/decrease ( <u>0%</u> )
52.211-17 -	Delivery Of Excess Quantities (SEP 1989)
2.242-15 -	Stop-Work Order (AUG 1989)
52.242-17 -	Government Delay Of Work (APR 1984)
52.247-34 -	F.O.B. Destination (NOV 1991)

**F-2 FAR 52.211-8 TIME OF DELIVERY (JUN 1997)**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

<b>ITEM NO.</b>	<b>QUANTITY</b>	<b>WITHIN DAYS AFTER DATE OF CONTRACT</b>
0001	1	450
0002	1	180
0003	1	I.A.W. CDRL A003
0004	1	450
0005	1	450
0006	1	450

(I.A.W. = In Accordance With)

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule of the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001		
0002		
0003		
0004		
0005		
0006		

- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the Offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**F-3 PLACE OF DELIVERY – FOB DESTINATION**

The Contractor shall deliver supplies, all transportation charges paid, to the destination provided below, in accordance with the clause in Section F entitled FAR 52.247-34 – FOB Destination (NOV 1991).

Receiving Officer  
Naval Research Laboratory – SSC  
Contract Number \_\_\_\_\_  
Code \_\_\_\_\_  
Building \_\_\_\_\_, Room \_\_\_\_\_  
Stennis Space Center, MS 39529-5004

**SECTION G**

## CONTRACT ADMINISTRATION DATA

### G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of this contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters –Richard D. Sewell, Code 3235 , (228) 688-5784, DSN 485-5784, or Telecopier (228) 688-6055

Security Matters -Mr. David Anderson, Code 7031, (228) 688-4049, DSN 485-4049

Safety Matters - Mr. K. Geistfeld, Code 7030.5, (228) 688-4049, DSN 485- 4049

Patent Matters - Mr. Armand Beede, Code 3008.3, (228)688-4826, DSN 485-4826

Release of Data - Mr. Richard H. Baturin, Code 1230 (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.3, Naval Research Laboratory, Stennis Space Center, MS 39529-5004. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

### G-2 TECHNICAL MANAGER - FUNCTIONS AND LIMITATIONS

\* is hereby designated the cognizant Technical Manager who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The Technical Manager is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The Technical Manager does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The Technical Manager, after review and signature of the "Material Inspection and Receiving Report, DD Form 250, If applicable, will forward a copy to the Administrative Contracting Officer.

(\* To be filled in at time of award)

### G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoices" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250,



as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☒ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be filled in at time of award)

#### **G-4 ACCOUNTING AND APPROPRIATION DATA**

(To be filled in at time of award)

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H-1 TYPE OF CONTRACT**

(To be filled in at time of award)

#### **H-2 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

## PART II - CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

##### I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www-far.npr.gov/References/References.html>

<http://www.heron.nrl.navy.mil/contracts/home/htm>

##### a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-4	- Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-5	- Material Requirements (OCT 1997)
52.211-15	- Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (AUG 1996)
52.215-8	- Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	- Price Reduction for Defective Cost or Pricing Data (OCT 1997)
52.215-11	- Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost or Pricing Data (OCT 1997)
52.215-13	- Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-15	- Termination of Defined Benefit Pension Plans (OCT 1997)
52.215-17	- Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	- Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (OCT 1997)
52.215-19	- Notification of Ownership Changes (OCT 1997)

- 52.215-21 - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
- 52.219-6 - Notice Of Total Small Business Set-Aside (JUL 1996)
- 52.219-8 - Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
- 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
- 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996) Alternate II (MAR 1996)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.219-16 - Liquidated Damages - Subcontracting Plan (OCT 1995)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (JUL 1995)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-26 - Equal Opportunity (APR 1984)
- 52.222-28 - Equal Opportunity Preaward Clearance Of Subcontracts (APR 1984)
- 52.222-29 - Notification Of Visa Denial (APR 1984)
- 52.222-35 - Affirmative Action For Special Disabled And Vietnam Era Veterans (APR 1984)
- 52.222-36 - Affirmative Action For Handicapped Workers (APR 1984)
- 52.222-37 - Employment Reports On Special Disabled Veterans And Veterans Of The Vietnam Era (JAN 1988)
- 52.223-2 - Clean Air And Water (APR 1984)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (MAR 1997)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-10 - Duty-Free Entry (APR 1984)
- 52.225-11 - Restrictions On Certain Foreign Purchases (OCT 1996)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (SEP 1996)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
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- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
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- 52.229-7 - Taxes - Fixed-Price Contracts With Foreign Governments (JAN 1991)
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- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1996)
- 52.230-4 - Consistency In Cost Accounting Practices (AUG 1992)
- 52.230-5 - Cost Accounting Standards - Educational Institution (APR 1996)

- 52.230-6 - Administration Of Cost Accounting Standards (APR 1996)
- 52.232-1 - Payments (APR 1984)
- 52.232-2 - Payments Under Fixed-Price Research And Development Contracts (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-16 - Progress Payments (JUL 1991)
- 52.232-16 - Progress Payments (JUL 1991) Alternate I (AUG 1987)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.232-33 - Mandatory Information For Electronic Funds Transfer Payment (AUG 1996)
- 52.233-1 - Disputes (OCT 1995)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.239-1 - Privacy Or Security Safeguards (AUG 1996)
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- 52.244-5 - Competition In Subcontracting (DEC 1996)
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- 52.246-24 - Limitation Of Liability - High-Value Items (FEB 1997) Alternate I (APR 1984)
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(fill in Naval Research Laboratory)
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- 52.247-66 - Returnable Cylinders (MAY 1994)
- 52.248-1 - Value Engineering (MAR 1989)
- 52.249-1 - Termination For Convenience Of The Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-5 - Termination For Convenience Of The Government (Educational And Other

- Nonprofit Institutions) (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.249-9 - Default (Fixed-Price Research And Development) (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984) fill in 52.245-9 Use And Charges  
52.245-2 & 52.245-5
- 52.253-1 - Computer Generated Forms (JAN 1991)

**DFARS CLAUSE    TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Special Prohibition On Employment (JUN 1997)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7002 - Payment For Subline Items Not Separately Priced (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The  
Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7005 - Military Recruiting on Campus (FEB 1996)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (JUL 1997)
- 252.219-7001 - Notice Of Partial Small Business Set-Aside With Preferential Consideration For  
Small Disadvantaged Business Concerns (MAY 1995)
- 252.219-7001 - Notice Of Partial Small Business Set-Aside With Preferential Consideration For  
Small Disadvantaged Business Concerns (MAY 1995) Alternate I (MAY 1994)
- 252.219-7002 - Notice Of Small Disadvantaged Business Set-Aside (MAY 1995)
- 252.219-7002 - Notice Of Small Disadvantaged Business Set-Aside (MAY 1995) Alternate I  
(MAY 1994)
- 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting  
Plan (DoD Contracts) (APR 1996)
- 252.219-7004 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting  
Plan (Test Program) (JUN 1997)
- 252.219-7005 - Incentive For Subcontracting With Small Businesses, Small Disadvantaged  
Businesses, Historically Black Colleges And Universities, And Minority  
Institutions (NOV 1995) If the Contractor exceeds the small disadvantaged  
business, historically black college and university, minority institution goal of its  
subcontracting plan, at completion of contract performance, the Contractor will  
receive 1 percent of the excess.
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (JAN 1994)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country End Products And Supplies (JAN 1997)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (JAN 1997)
- 252.225-7012 - Preference for Certain Domestic Commodities (FEB 1997)
- 252.225-7018 - Notice of Prohibition of Certain Contracts With Foreign Entities for the Conduct  
of Ballistic Missile Defense RDT&E (JAN 1997)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)

- 252.225-7026 - Reporting of Contract Performance Outside the United States (NOV 1995)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.226-7000 - Notice Of Historically Black College Or University And Minority Institution Set-Aside (APR 1994)
- 252.227-7000 - Non-Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (OCT 1988)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Certification Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7004 - DoD Progress Payment Rates (FEB 1996)
- 252.232-7006 - Reduction Or Suspension Of Contract Payments Upon Finding Of Fraud (AUG 1992)
- 252.233-7000 - Certification Of Claims And Requests For Adjustment Or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Certification of Requests for Equitable Adjustment (JUL 1997)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.246-7001 - Warranty Of Data (DEC 1991) Alternate II (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
- 252.248-7000 - Preparation of Value Engineering Change Proposals (MAY 1994)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

**I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)**

(a) Definitions.

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\* The Contractor shall insert the name of the substance(s).

**I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (DEC 1991)**

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

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**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J**

**LIST OF ATTACHMENTS**

- J-1** Attachment (1) – Description/Specification/Work Statement – 5 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements.

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFEROR OR RESPONDENTS**

**K-1** The following Representations, Certifications, and Other Statements Of Offerors are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**FAR CLAUSE      TITLE**

52.203-11      -      Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (APR 1991)

**DFARS CLAUSE      TITLE**

252.209-7001      -      Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (SEP 1994)

**K-2** FAR 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

(a) *Definitions.*

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity, (e.g., sole proprietorship or partnership), or corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(d) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K-3 FAR 52.215-6 - TYPE OF BUSINESS ORGANIZATION (JUL 1987)**

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country).

**K-4 FAR 52.203-2 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or

competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K-5 FAR 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals:

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ , within a 3-year period preceding this offer, been

convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision. The Offeror and/or any of its Principals-

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

**K-7 FAR 52.215-6 -PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**K-8 FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representation.*

(1) The offeror represents as part of its offer that it ☐ is , ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) *Definitions.* "Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets requirements of 13 CFR Part 124.

"Women-owned small business concern", as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the

Act.

**K-9 FAR 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-10 FAR 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-11 FAR 52.223-1 - CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K-12 FAR 52.223-13 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(B) By signing this offer, the offeror certifies that --



(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable*)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### **K-13 FAR 52.227-6 - ROYALTY INFORMATION (APR 1984)**

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and

an identification of applicable claims of specific patents.

**K-14 DFARS 252.219-7000 - SMALL DISADVANTAGED BUSINESS CONCERN  
REPRESENTATION (DOD CONTRACTS) (JUN 1997)**

**(a) Definition.**

Small disadvantaged business concern, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR Part 124.112 or 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

**(b) Representations.**

Check the category in which your ownership falls--

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

\_\_\_\_\_ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

\_\_\_\_\_ Black American (U.S. Citizen)

\_\_\_\_\_ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians including Indian tribes or Native Hawaiian organizations)

\_\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

\_\_\_\_\_ Other

(c) *Certifications.*

Complete the following--

- (1) The Offeror is \_\_\_\_\_ is not \_\_\_\_\_ a small disadvantaged business concern.
- (2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the Offeror--

\_\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and Remedies.*

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**K-15** (DFARS 252.225-7000 - BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM  
CERTIFICATE (DEC 1991)

(a) *Definitions.*

"Domestic end product", "qualifying country", "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of an unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List only qualifying country end products)

(3) The offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item No.	Country of Origin (If known)
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

**K-16** DFARS 252.225-7003 - INFORMATION FOR DUTY-FREE ENTRY EVALUATION (AUG 1992)

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free--Qualifying Country End Products and Supplies clause of this solicitation?

YES ( )

NO ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

YES ( )

NO ( )

(2) Has the duty on such foreign supplies been paid?

YES ( )

NO ( )

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_.
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.
- (d) Offers will be evaluated on a duty included basis except to the extent that--
  - (1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or
  - (2) The duty-free price is specified for use in the evaluation procedure.

**K-17 DFARS 252.247-7022 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph(b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) *Representation.*

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notice of Transportation of Supplies by Sea.

**K-18** COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

The Offeror's CAGE Code is \_\_\_\_\_.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

#### **L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www-far.npr.gov/References/References.html>

<http://www.heron.nrl.navy.mil/contracts/home/htm>

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.204-6	Contractor Identification Number - Data Universal Numbering System (DUNS) Number (DEC 1996)
52.215-1	- Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	- Facilities Capital Cost Of Money (OCT 1997)
52.237-1	- Site Visit (APR 1984)

#### **L-2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.

The offeror shall provide such pricing information as is necessary to fully cover all requirements of the RFP as they pertain to:

Section B, Line Item Numbers 0001,0002,0003,0004,0005 and 0006.

#### **L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; (x) DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a FIRM-FIXED PRICE (Supply) type contract resulting from this solicitation.

**L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-6 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical



Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****.	(LIST)	(LIST)	(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not

be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**L-9** DFARS 252.237-7019 - IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)

(a) *Definitions.*

As used in this provision--

- (1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA) without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.
  - (2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour.  $(\$20 \times 40) \text{ divided by } 45 = \$17.78$ .
- (b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.
- (e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

**L-10 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

**L-11 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-12 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS**

**PART 12.A – GENERAL**

- (1) Offerors are advised of the possibility that award may be made on the basis of initial proposals without written or oral discussions. Therefore, proposals should be submitted on the most favorable terms from a price and technical standpoint.
- (2) Offerors shall submit a completed solicitation document.

(3) In addition to a completed solicitation document, proposals shall be submitted in two readily separable volume, one original and five copies of Volume I – Technical/Management Proposal, and one original and two copies of Volume II – Cost/Price proposal. Volume I shall include all data and information required for evaluation, excluding all references to cost and pricing data (see Section L 12.B below). Volume II shall include the completed solicitation document and a complete and detailed cost/price breakdown (see Section L 12.C below).

(4) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

**RFP No. N00173-98-R- RS01**  
**Closing Date:**  
**(As specified in Block 9, RFP face page)**  
**Naval Research Laboratory (NRL-SSC)**  
**Attn: Code 3235**  
**Stennis Space Center, MS 39529-5004**

**PART 12.B - TECHNICAL PROPOSAL REQUIREMENTS**

PART 12.B.0 - General Proposal Content:

- (i) Offerors are required to furnish an original and five copies of a detailed TECHNICAL PROPOSAL with sufficient detail to show compliance with the requirements stated in each subparagraph of Section C of this solicitation. Specific cost or pricing details shall be omitted from the Technical Proposal.
- (ii) The technical proposal shall include a narrative in the same sequence as the items set out in Section C hereof. The narrative shall describe how each item offered will not meet, will meet, or will exceed the respective stated need of the Government for each subparagraph of Section C. Conclusions such as “meets or exceeds,” or “yes,” or “o.k.” are not technically acceptable. Each response shall furnish the Government with sufficient detail to enable the technical evaluation panel to independently evaluate each item offered against the respective stated need of the Government for each item in Section C and Section M.
- (iii) The technical proposal shall include any drawings, including schematic drawings, which will enable independent technical evaluation of the proposal.
- (iv) The technical proposal shall clearly and concisely identify the Offeror’s technical approach and technical qualifications to accomplishing the requirements outlined in Section C. Further, the technical proposal shall be subdivided into a “Proposal Summary” section, a “System Design” section, and a “Past Performance Information” section, in that order. The technical proposal shall also contain a response to each of the following questions for each individual requirement listed in Attachment Number 1, Sections C.3, C.4, and C.5 of this document.
- (v) The technical proposal (including summary, charts, tables, etc.) shall not exceed 40 single-sided pages of text in length. Drawings, as required in paragraph (iii) above, will not be counted in determining proposal length. Proposal shall be typed with a minimum type size of 12 pitch. Excess pages will not be read or evaluated.
- (vi) You are advised to closely examine the evaluation criteria set forth below prior to preparation of a technical proposal. Your technical proposal will be rated solely against the following criteria.

PART 12.B.1 - PROPOSAL SUMMARY

- (i) The proposal summary is an unevaluated requirement. The Offeror shall provide a concise summary, exclusive of cost information, of its proposal. This summary should be complete, stand on its own, and provide executive level reviewers with an understanding of the content of the proposal. The summary should summarize the highlights, plans and qualifications contained in the body of the technical proposal.

PART 12.B.2 - SYSTEM DESIGN

The System Design” section of the Offeror’s proposal shall address each of the following RFP

evaluation criteria contained herein. The purpose of these discussions is to demonstrate the Offeror's technical compliance.

- (i) Discuss the following characteristic as they pertain to the Offeror's proposed Instrument Platform Subsystem (See RFP Section C.4.1): (a) wave-following platform; (b) free-drifting operation mode; (c) small diameter aluminum member construction; (d) rigid and lightweight construction; (e) stability in wind gusts; (f) modular construction; and (g) seaworthiness.
- (ii) Discuss the following characteristics as they pertain to the Offeror's proposed Sensor Subsystems (See RFP Section C.4.2): (a) minimum technical and performance requirements for optical scanning and sensing subsystem; (b) minimum technical and performance requirements for environmental sensor suite subsystem; and (c) minimum technical and performance requirements for wave gauge array subsystem.
- (iii) Discuss the following characteristics as they pertain to the Offeror's proposed Computer Control and Data Acquisition/Storage/Transferral Subsystems (See RFP Section C.4.3): (a) system control; (b) data acquisition, data storage and transferral functions for all sensors and sensor suites; (c) system storage capacity; (d) internal on-board and external subsystem; and (e) subsystem ruggedness.
- (iv) Discuss the following characteristics as they pertain to the Offeror's proposed Battery and Power Supply Subsystem (See RFP Section C.4.4): (a) operation period not less than three hours; and (b) battery type proposed.
- (v) Discuss the following characteristics as they pertain to the Offeror's proposed System Deployment and Retrieval Subsystem (see RFP Section C.4.5): (a) fail-safe system; (b) emergency ballast drop; and (c) location determination capabilities.
- (vi) Discuss the following characteristics as they pertain to the Offeror's proposed Other Requirements (see RFP Section C.4.6): (a) modular system design; (b) non-integrated testing and operation; (c) ease of maintenance and modification; (d) calibration and acceptance testing; (e) provision of warranty; (f) provision of system documentation; and (g) provision of training.

#### PART 12.B.3- PAST PERFORMANCE INFORMATION

- (i) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the Government in reducing the length of the evaluation period.) List the last five contracts or subcontracts completed during the past three years for supplies or services similar in nature to this requirement. Include in the five any current contract or subcontracts for similar supplies/services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement of for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization
2. Contract number

3. Contract type
  4. Total Contract Value
  5. Description of the contract work
  6. Contracting Officer and telephone number
  7. Contracting officer's representative, program manager, or similar Official and telephone number
- (ii) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report, which is available at <http://www.heron.nrl.navy.mil/contracts/home/htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.
- (iii) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

#### PART 12.C - COST/PRICE PROPOSAL REQUIREMENTS

The Offeror shall provide one original and two copies of Volume II – Cost/Price Proposal.

The Offeror shall provide such pricing information as is required in Section L.2 entitled "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data."

#### L-13 MULTIPLE AWARDS

The Government may make multiple awards resulting from this solicitation.

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M-1 EVALUATION**

The proposals will be evaluated in accordance with the criteria stated in Sections L.12.B.2 and L.12.B.3, which together comprise the Technical Category; and Section L.12.C, which comprises the Cost/Price category.

Pursuant to FAR 15.306(c), proposals which are found to contain unrealistic technical or schedule terms, which fail to comply with the requirements stated in this RFP, or which are found to be unrealistically high or low in cost/price, may be removed from further consideration. Award will be made to that offeror whose proposal is determined to be the best value to the government, proposed cost and other factors considered. The Government reserves the right make award to other than the low offeror. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

#### **M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor.

##### **I. TECHNICAL CATEGORY**

The technical evaluation will consider the Offeror's overall approach to, understanding of, and capability to adequately provide the requirements listed in the Statement of Work/Specification, as reflected in the Offeror's responses to the evaluation criteria listed in Sections L.12.B.2 and L.12.B.3. Evaluated Components within the Technical Category include "System Design" and "Past Performance Information." Within the Technical Category, the component "System Design" carries greater weight than does the component "Past Performance Information." All subcriterion within the evaluation component "System Design" are equally weighted.

Past performance will be evaluated on the basis of quality of work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Contract Section L.12.C and other sources, if available. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The Government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).



## II. COST/PRICE/PROPOSAL-RFP REQUIREMENTS

- (a) Cost/Price considerations are weighted less than other evaluation factors. The degree of importance allotted to Cost/Price factors will increase with the degree of equality of the proposals in relation to the Technical Category, or when it is so significantly high as to diminish the value of the technical superiority to the Government.
- (b) The Offeror's Cost/Price proposal will be evaluated on the basis of the realism of the proposed cost/price. An Offeror's proposal is presumed to represent its best effort to respond to this solicitation. Any inconsistencies, whether real or apparent, between promised performance and cost/price should be clarified in the Offeror's Cost/Price proposal. If, for example, the Offeror intends to use new and innovative production techniques or vertical integration factors as the basis of abnormally low cost/price, the nature of these techniques or factors and their impact on cost/price should be explained. Any significant inconsistency raises a fundamental question of the Offeror's understanding of the nature and scope of the work required and/or of the Offeror's ability to perform that work. These unexplained inconsistencies may be ground for downgrading or rejecting the proposal. The burden of proof as to credibility rests with the Offeror.
- (c) The Government will consider all categories and associated amounts for the prices necessary to fulfill the requirements described in this solicitation.

## III. AWARD WITHOUT DISCUSSIONS

- (a) Pursuant to Section L provision FAR 52.215-01(f)(4) entitled "Instructions of Offerors—Competitive Acquisition," and except as noted in paragraph (b) below, the Government intends to evaluate proposals and award a contract without discussion to the responsible offeror whose offer, conforming to the solicitation, is evaluated to be the most advantageous to the Government, cost or price and other factors considered. Consequently, a proposal submitted in response to the solicitation should represent the Offeror's best product in terms of technical content and cost/price.
- (b) The Government reserves the right, however, to conduct discussions if determined by the Contracting Officer to be necessary. Discussions will be conducted following evaluations only with those offerors determined to have a reasonable chance of award, in accordance with FAR part 15.306(c).

## IV. BASIS FOR AWARD

The basis for award will be an integrated assessment, using the evaluation factors stated above, of the Offeror's prospect for providing the Government's needs. The Government reserves the right to reject any or all proposals. The Government also reserves the right to award to other than the lowest Offeror. The Government anticipates award to a single Offeror; however, multiple awards may be made if determined more advantageous to the Government, cost and other factors considered.

**Attachment 1:**

**RFP NUMBER: N00173-98-R-RS01**

**DESCRIPTION/SPECIFICATION/  
WORK STATEMENT**

## ATTACHMENT 1 - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 OBJECTIVE:

The Ocean Sciences Branch of the Oceanography Division of the Naval Research Laboratory has a requirement for a Scanning Slope Sensor and Wave Gauge Array Buoy system for the study of ocean surface roughness to (a) interpret ocean features from remote sensing, and (b) facilitate understanding of air-sea interaction processes which drive ocean circulation and water waves.

### C.2 BACKGROUND:

Short water waves on ocean surfaces serve as roughness elements which scatter back electromagnetic waves. Short water waves are natural tracers for monitoring environmental parameters because they respond to many of these parameters. Notable features detected from short wave modulation include surface gravity waves, internal waves, ship wakes, slicks and bottom bathymetry from SAR images, significant wave height and wind speed from altimeter, and wind stress estimates from scatterometer or altimeter.

Although the capability to detect ocean surface features has been developed previously, the extraction of information from remotely sensed data remains qualitative, primarily because of the difficulty in resolving the properties of surface roughness in remote sensing and air-sea interaction. Acquisition of accurate and reliable data on the spectral properties of surface roughness, particularly the mean square slope, mean square curvature, and wavenumber spectrum, is critical both to the accurate interpretation of remote sensing data and to the understanding of air-sea momentum transfer. Existing spectral models which rely on laboratory or scatterometer measurements have been found to differ from field observations. Thus, the Scanning Slope Sensor and Wave Gauge Array Buoy system required herein will be used to acquire sufficient field measurements of short waves to advance understanding of the sea surface fine structure.

### C.3 SYSTEM OVERVIEW:

In general, the required system shall be a free-floating scanning slope sensor buoy capable of collecting, storing, and transmitting oceanographic data. The required system shall collect in situ water wave spatial properties data using (a) an optical scanning and sensing subsystem, (b) a wave gauge array subsystem, and (c) a suite of various environmental sensors as further described below. The required buoy systems shall also include (a) a modular design, (b) a data storage and transferral system, (c) a fail-safe subsystem, (d) a battery and power supply subsystem, and (e) various other requirements as described below. Specific requirements for each of these subsystems will be addressed in Section C.4 below. The required system shall be fully functional and operational within the following environmental parameters, which will be applicable to operations in both coastal and deep sea environments:

Wind Speed:	0 - 20 meters/second (m/s)
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Wave Height:	0 - 3 meters
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Current Speed:	0 - 2 m/s
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## C.4 SPECIFIC REQUIREMENTS

### C.4.1 INSTRUMENT PLATFORM REQUIREMENTS

C.4.1.1 The required instrument platform subsystem shall (a) be a wave-following platform designed to compensate for long-wave motion; (b) be capable of operating in free-drift to minimize the relative velocity between the sensor platform and the surface current; (c) be designed and constructed with small diameter aluminum members which shall minimize intrusion at the air-surface interface; (d) be rigid to serve as an optical bench for the scanning slope sensor, yet light-weight to properly follow long swells; (e) be able to provide stability for the required sensors in wind gusts up to 20 m/s; and (f) be designed and constructed in a modular manner to allow reconfiguration of the optical scanning and sensing unit, environmental sensors suite, and wave gauge array unit without major changes or revisions to the overall system performance.

C.4.1.2 The operating platform subsystem shall (a) be capable of carrying the subsystems described elsewhere in this specification, (b) shall have the tensile strength, corrosion resistance, and density to maintain its structural and waterproof integrity and (c) shall be designed to maintain 100% of its sensory and data collection, data storage and data transmittal functionality in the presence of any and all of the environmental conditions described in Section C.3 above.

### C.4.2 SENSOR SUBSYSTEM REQUIREMENTS

The required Scanning Slope Sensor and Wave Gauge Array Buoy system shall incorporate three sensor subsystems and employ two different measuring techniques. The required system (a) shall produce at least 50x50 sampling grids over a rectangular space of not less than 7cm x 7cm, but preferably 10x10 cm<sup>2</sup> for the optical sensing unit, and (b) shall use two perpendicular wave gauge arrays for obtaining the directional wave information of gravity waves with wavelengths ranging from 5 cm to 1 meter.

#### C.4.2.1 - Optical Scanning and Sensing Subsystem:

The required optical scanning and sensing subsystem shall be designed to resolve surface features with wavelengths ranging from 0.4 mm to 10 cm. Measurement of the slope vector for waves from 0.4mm to 10cm shall be performed by monitoring refraction of a laser beam penetrating through the air-water interface and by scanning the laser beam so that spatial measurements, rather than temporal measurements, are taken. The optical scanning and sensing subsystem shall provide a slope resolution of 0.1 degree or better. The optical scanning subsystem shall provide a 2-dimensional frame repetition rate of 50 frames per second or better.

#### C.4.2.2 - Environmental Sensor Suite Subsystem:

The required environmental sensor suite subsystem shall monitor the following environmental parameters simultaneously with the scanning slope measurements: (a) wind speed and directional two (2) different levels; (b) near surface ocean current vector and turbulence properties; (c) air temperature; (d) water temperature; (e) humidity; (f) long wave motion; (g) platform motion; (h) buoy position; (i) platform orientation; and (j) video monitoring of the sea surface conditions from both above and below water.

Minimum required sensor resolutions for the parameters shall be: wind speed (0.1 m/s), current speed (0.01 m/s), temperatures (0.1 degree Centigrade); humidity (1%); elevations (0.5cm), accelerometer (0.001g in a range from 0 to 0.5 g), orientation and slopes (0.5 degrees). The frequency response shall be 50 Hz or better.

#### C.4.2.3 - Wave Gauge Array Subsystem:

The required wave gauge array subsystem shall be designed to provide displacement sensing using a thin-wire gauge for the measurement of waves up to one meter relative to platform motion. The required wave gauge array subsystem shall provide frequency response of 10 Hz or higher for resolving short gravity waves (sub-meter wavelength). Vertical resolution shall be 0.3 cm or better. The required system, as a minimum, shall be a 40-element system composed of two 20-element linear arrays arranged in perpendicular orientations. The Offeror shall address the problems associated with preventing cross talks and low power consumption for this subsystem.

#### C.4.3 COMPUTER CONTROL AND DATA ACQUISITION/STORAGE/TRANSFERRAL REQUIREMENTS:

The required computer control and data acquisition/storage/transferral subsystem shall perform system control, data acquisition, data storage, and data transfer functions for all sensors and sensor suites listed in paragraph C.4.2 above. All final output shall be digital data. The Government anticipates that approximately 1 GB of data will be collected during each deployment, each of which will be approximately three (3) hours in duration. This required subsystem shall include both an internal on-board subsystem for data collection and storage while the system is free-drifting, and an external subsystem and data storage and transferral devices capable of downloading and storing data acquired by sensors on the buoy. The data downloading and archive system shall be pc-based with a dual (identical) back-up system. The downloading speed shall be sufficiently fast to allow multiple deployments of the buoy system on any given day. The Government anticipates a turn-around time not to exceed four (4) hours. This required subsystem shall be rugged enough to protect the recorded data from salt-water damage or collision shock given the possibility of damage during operations.

#### C.4.4 BATTERY AND POWER SUPPLY REQUIREMENTS

The required system shall include a battery and power supply subsystem which will allow the total system to operate continuously for a period of not less than three hours. The Government would prefer that lithium batteries NOT be offered to fulfill the requirements of this subsystem. The required system shall be capable of fully recharging its batteries while data down-loading is underway in a period of four (4) hours or less.

## C.4.5 SYSTEM DEPLOYMENT AND RETRIEVAL REQUIREMENTS

The required system shall contain a fail-safe subsystem to enable system retrieval in the event the system is damaged. The required fail-safe subsystem shall include, but may not be limited to (a) an emergency ballast drop capability to insure positive buoyancy, and (b) a location determination capability which shall include strobe light, radar reflector, GPS and beacons to report location at fixed time intervals of no slower than 1 Hz. The GPS location data shall include time stamp, and shall be stored on disk as a part of the complete data set.

## C.4.6 OTHER REQUIREMENTS

C.4.6.1 The required system shall be designed and constructed in a modular manner to allow re-configuration of the optical scanning and sensing unit, environmental sensors suite, and wave gauge array unit without major changes or revisions to the overall system performance. The two major instrument subsystems of the required system (scanning slope sensor and wave gauge array) shall be configurable both as independent modules, and as a combined unit, on a single platform, at the Government's discretion.

C.4.6.2 The Government prefers that each subsystem be capable of being tested and operated without integration into the total system.

C.4.6.3 The required system shall be designed and constructed to allow Government personnel access to all subsystems for routine maintenance and modification.

### C.4.6.4 Calibration/Acceptance Testing:

The Contractor shall develop a program of sensor calibration, system response analysis and testing to insure proper operation of the required system in the ocean. The Contractor's plans for this program shall be submitted in accordance with Exhibit A, DD 1423, Contract Data Requirements List. The Contractor shall provide calibration test results in a time frame to allow the Government at least one month to review test results before the scheduled acceptance test.

The Contractor shall test the system for functionality during an acceptance test cruise which shall last at least five (5) days within a two-week period, the location and time of which will be determined by the Government. The Government would prefer that the test be conducted on five consecutive days. During this test, the Contractor shall, as a minimum, demonstrate and document (a) subsystem functionality, (b) the system's ability to be modularly reconfigured, (c) system functionality after modular reconfiguration, (d) the system's efficiency in suppressing the flow distortion through free-drifting deployments, (e) procedures for system deployment and recovery, (f) data collection and downloading techniques and procedures, and (g) emergency subsystem functionality.

#### C.4.6.5 Warranty:

The Offeror shall provide technical support for the required system, and shall warrant that for a period of one year all supplies set forth in any resulting contract will be free from defects in design, material, and workmanship. The terms of this warranty shall not begin prior to acceptance by the Government's Technical Representative identified in Section G of any resultant contract. Acceptance will not be final until the Government's Technical Representative has signed a DD Form 250, in accordance with Section E of this document.

#### C.4.6.6 Documentation:

The Contractor shall provide such documentation as is required in Exhibit A, DD1423 - Contract Data Requirements List, attached to this document. The required documentation shall include system design documentation, operations and maintenance manuals and data, commercial level circuitry and mechanical drawings and diagrams, calibration and testing plans, at-sea acceptance test plans and results, and any software and software documentation required to provide for a fully functional and operational system.

#### C.4.6.7 Training:

The Contractor shall instruct Government-appointed personnel in at least the following areas as they relate to the required system: (a) operation procedures; (b) maintenance procedures; (c) software parameters; and (d) data structure.

### C.5 FULLY OPERATIONAL, FUNCTIONAL AND INTEGRATED SYSTEM

C.5.1 The Contractor shall provide a fully operational, fully functional, and fully-integrated system.

C.5.2 For the purpose of this solicitation, a fully operational, fully functional, fully integrated system is defined as a family of subelements (materials, parts, assemblies and subassemblies, components and subcomponents, hardware, software, firmware, etc.,) which, when assembled, form an integrated complex whole that is structured so that its constituent parts perform in a functionally and operationally compatible manner.

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0005		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM- _____ OTHER _____			
<b>D. SYSTEM / ITEM</b>		<b>E. CONTRACT / PR NO.</b> N00173-98-R-RS01		<b>F. CONTRACTOR</b> (to be provided at time of award)			
<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Operations and Maintenance Manuals/Data				<b>3. SUBTITLE</b>		
<b>4. AUTHORITY (Data Acquisition Document No.)</b>		<b>5. CONTRACT REFERENCE</b> Clin 0001 and Section C.4.6.6		<b>6. REQUIRING OFFICE</b> NRL-SSC			
<b>7. DD 250 REQ</b> DD	<b>8. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Otime	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b>		<b>11. AS OF DATE</b> See Block 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
<b>16. REMARKS</b> The contractor shall provide Operations and Maintenance manuals/data for the required Scanning Slope Sensor and Wave Gauge Array Buoy System in the quantities specified herein and time frame specified in Contract Section F.1 - Time of Delivery.					<b>Draft</b>	<b>Reg</b>	<b>Repro</b>
				See Section F.3	0	3	0
				ACO		1	
				(transmittal only)			
				<b>15. TOTAL</b>			
<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> System Design Documentation Circuitry and Mechanical Drawing and Diagrams		<b>3. SUBTITLE</b>				
<b>4. AUTHORITY (Data Acquisition Document No.)</b>		<b>5. CONTRACT REFERENCE</b> Clin 0001 and Section C.4.6.6		<b>6. REQUIRING OFFICE</b> NRL-SSC			
<b>7. DD 250 REQ</b>	<b>8. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Otime	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b>		<b>11. AS OF DATE</b> See Block 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
<b>16. REMARKS</b> The Contractor shall provide System Design Documentation not later than Six (6) months after contract award for review and concurrence by the Government   The contractor shall provide Circuitry and Mechanical Drawings and Diagrams for repair and maintenance of the required system in accordance with Contract Section C.4.6.6. Delivery shall be in the quantities specified herein and the time fame specified in Contract Section F.1 - Time of Delivery.					<b>Draft</b>	<b>Reg</b>	<b>Repro</b>
				See Section F.3	0	3	0
				ACO		1	
				(transmittal only)			
				<b>15. TOTAL</b>			
<b>G. PREPARED BY</b> Richard D. Sewell		<b>H. DATE</b> 05 Jan 98		<b>I. APPROVED BY</b>			
				<b>J. DATE</b>			

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>



# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
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<b>A. CONTRACT LINE ITEM NO.</b> 0002/0003		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM / ITEM</b>		<b>E. CONTRACT / PR NO.</b> N00173-98-R-RS01		<b>F. CONTRACTOR</b> ( to be provided at time of award)			
<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> Calibration Test Plan/Calibration Test Results Acceptance Test Plan/Acceptance Test Results			<b>3. SUBTITLE</b>			
<b>4. AUTHORITY (Data Acquisition Document No.)</b> UDI-T-23937		<b>5. CONTRACT REFERENCE</b> Clin 0002 and Section C.4.6.4		<b>6. REQUIRING OFFICE</b> NRL-SSC			
<b>7. DD 250 REQ</b> DD	<b>8. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Otime	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	<b>14. DISTRIBUTION</b>			
<b>9. APP CODE</b> AD		<b>11. AS OF DATE</b> See Block 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
<b>18. REMARKS</b>  The contractor shall deliver a Calibration Test Plan (CTP ) as required in Contract Section C.4.6.4 to the Government within six months (180) days after contract award. CTP shall demonstrate conformance to the requirements as specified in Section C of the RFP. Results of the Calibration Test will be provided to the Government upon completion of the Calibration Test in accordance with Section C.4.6.4.  The contractor shall deliver an Acceptance Test Plan (ATP) as required in Contract Section C.4.6.4 to the Government at least one month prior to the scheduled acceptance test cruise. The acceptance test plan shall be in accordance with the requirements specified in Section C of this RFP. Results of the Acceptance Test will be provided to the Government upon completion of the Acceptance Test Cruise.				<b>Final</b>			
				<b>Draft</b>			
					<b>Reg</b>		
					<b>Repro</b>		
				See Section F.3	0	3	0
				ACO		1	
				(Transmittal Only)			
				<b>15. TOTAL</b>	0	4	0
<b>1. DATA ITEM NO.</b> A004	<b>2. TITLE OF DATA ITEM</b> Software and Documentation			<b>3. SUBTITLE</b>			
<b>4. AUTHORITY (Data Acquisition Document No.)</b>		<b>5. CONTRACT REFERENCE</b> Clin 0005 and Section C.4.6.6		<b>6. REQUIRING OFFICE</b> NRL-SSC			
<b>7. DD 250 REQ</b>	<b>8. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Otime	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	<b>14. DISTRIBUTION</b>			
<b>9. APP CODE</b>		<b>11. AS OF DATE</b> See Block 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
<b>18. REMARKS</b>  The Contractor shall provide software and documentation for the computer control, data acquisition , data storage and data transferral functions described in Contract Section C.4.3 delivery shall be in the quantities specified herein and within the time frame specified in Section F.1 - Time of Delivery.				<b>Final</b>			
				<b>Draft</b>			
					<b>Reg</b>		
					<b>Repro</b>		
				See Section F.3	0	3	0
				ACO		1	
				(Transmittal Only)			
				<b>15. TOTAL</b>	0	4	0
<b>G. PREPARED BY</b> Richard D. Sewell		<b>H. DATE</b> 05 Jan 98		<b>I. APPROVED BY</b>			
				<b>J. DATE</b>			

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